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# BROWARD COLLEGE

Define yourself.

To: Members of the Board of Trustees

From: J. David Armstrong Jr., President

Date: June 23, 2009

Place: Regular Meeting of the Board of Trustees  
Broward College  
Boardroom 1208, Building 33, Willis Holcombe Center  
111 East Las Olas Boulevard  
Fort Lauderdale, FL

Subject: Agenda Item VII-Q-Federation of Public Employees  
Collective Bargaining Agreement

**Brief Description:**

The revised version of the 2008-09 FPE CBA reflects the changes listed on the attached summary sheet. It includes language which clarifies policy with regard to compensatory time use and vacation hours in excess of 500 hours.

**Benefit to BC:**

Approval of this contract will provide all FPE-represented employees on payroll as of July 1, 2008 with a one time \$1,000 non-base building salary adjustment. Monetary rewards and recognition are important to the retention of staff and to the provision of quality services to the Broward College Community.

**Relationship to College Master Plan:**

The pay increase and revised contract language support the College's goal of quality improvement and alignment of its workforce with educational objectives and mission. Specifically, the increase supports the goal of carrying out the college's learning-centered mission (Goal 1) and of responding directly to the current and projected racial, ethnic, and income patterns in Broward County (Goal 2).

Board Agenda Approved: \_\_\_\_\_  
Date: \_\_\_\_\_

Agenda Item V 11-Q  
Enclosure \_\_\_\_\_

**BOARD OF TRUSTEES  
AGENDA TRANSMITTAL SHEET**

To: President  
From: Vice President/Provost  
Subj: Approval of Federation of Public Employees Collective Bargaining Agreement


Date: June 16, 2009

**Background/Analysis:**

The revised version of the 2008-09 FPE CBA reflects the changes listed on the attached summary sheet.

**Fiscal Impact:** The total impact of these changes is within the budget approved by the Board for FY 2008/09. All FPE-represented employees on payroll as of July 1, 2008 will receive a onetime \$1,000 non-base building salary adjustment. FPE-represented employees who were on payroll as of July 1, 2008, and subsequently left the college prior to the ratification of this contract will be paid a pro-rated amount of the \$1,000 non-base building salary adjustment. The cost of this salary package is \$150,000.

\_\_\_\_\_  
Initiating Official

  
\_\_\_\_\_  
Vice President/Provost  
Dr. Edna B. Chun  
VP, Human Resources & Equity

**Staff Position:**

THIS RECOMMENDED ACTION MEETS THE FOLLOWING ELEMENT(S) OF THE COLLEGE'S MISSION STATEMENT:

- |   |   |
|---|---|
| <input type="checkbox"/> Providing high quality educational programs                    | <input checked="" type="checkbox"/> Providing high quality services                     |
| <input type="checkbox"/> Providing for affordability to a diverse community of learners | <input type="checkbox"/> Providing for accessibility to a diverse community of learners |
| <input type="checkbox"/> Commitment to student achievement                              | <input type="checkbox"/> Commitment to lifelong learning                                |
| <input type="checkbox"/> Commitment to academic excellence                              | <input type="checkbox"/> Providing use of current technology                            |

BRIEFLY DESCRIBE HOW THIS RECOMMENDATION ACHIEVES THE ABOVE ELEMENT(S) IN THE COLLEGE'S MISSION STATEMENT:

These changes will allow the College to modify the FPE CBA per recent negotiations.

Minority Firm: Yes \_\_\_ No \_\_\_ N/A \_\_\_

Broward Firm: Yes \_\_\_ No \_\_\_ N/A \_\_\_

## Summary of Changes to FPE Contract, 2008/2009

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### Article 1 Recognition

Change from Broward Community College to Broward College in all sections of article.

### Article 4 Maintenance of Standards

All rights and working conditions enjoyed throughout the College by unit employees at the present time and authorized by the Department Division of Human Resources ~~Management and Development~~ Equity, which are not specifically referred to in this Agreement, shall not be changed by the College unless said rights and working conditions interfere with the operations and needs of the College, provided, subject to the foregoing, nothing herein shall limit the Employer's right to establish or change reasonable rules and conditions not in conflict with this Agreement.

### Article 5 Hours of Work and Overtime

#### Section 2:

For purposes of computing the overtime rate, the rate shall be computed for the contract year ~~06-07~~ 08-09 based on annual work hours of ~~1936-1904~~.

#### Section 8:

Nothing in this contract will preclude Broward ~~Community~~ College from adopting a four (4) day workweek.

#### Section 10:

Employees may choose to earn Compensatory Time in lieu of overtime payments at the rate of time and one-half for their base wage including shift bonus and any other supplemental pay. All non-exempt employees shall be granted compensatory time within three months of the date(s) the overtime is worked at one and one-half times the hours over 40. Use of compensatory time must be pre-approved by the appropriate supervisor. If the three (3) months have passed, and the supervisor/Administrator has not authorized compensatory time off, overtime pay will be awarded. Only emergency overtime may be approved by telephone; oral approval must be followed with appropriate paperwork.

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Article 8  
Funeral Leave

The employee's family shall be defined as the employee's wife, husband, son, daughter, mother, father, step-parent, sisters, brothers, and grandparents, grandchild, uncle, aunt, niece or nephew or domestic partner (as defined by the College's Affidavit of Domestic Partnership). ~~Additionally, significant others will be taken on a case-by-case basis.~~

Article 10  
Probationary Employees

A newly hired full time regular employee, whether full-time or part-time, who has completed less than one hundred and twenty (120) calendar days shall be considered a probationary employee and shall not be covered by any of the provisions of this Agreement, including the right to grieve from any action taken by the employer during the said one hundred and twenty (120) day period.

Article 12  
Military Leave

The College agrees to allow military leave for employees in the bargaining unit pursuant to State Law and College Policy 6Hx2-3.38.

Article 16  
Wages

~~Effective July 1<sup>st</sup>, 2007 a Unit employees employed prior to as of July 1<sup>st</sup>, 2007 2008 will receive \$1,000 \$1,000 a onetime \$1,000 increase on their base pay non-base building salary adjustment. Additionally, full-time individuals whose current hourly rate is below \$10.63 per hour will be increased to a minimum of \$10.63 per hour, a minimum of \$20,240 per year. For the '08-'09 Fiscal Year, all new full time regular hires who work 40 hours per week will be hired at a minimum of \$10.63 per hour or \$20,240 per year.~~

Article 18  
Vacation Plan

Section 2:

No more than five hundred (500) hours may be accrued by unit employees. However, where an employee has accrued 500 hours, vacation hours may be accrued in excess of 500 hours provided the earned hours in excess of 500 hours are used in the calendar year accrued; otherwise such excessive hours shall be ~~forfeited~~ transferred to sick leave (TRVA) on December 31. Transfers to sick leave will be done in accordance with College Policy 6Hx2-3.11 and College

Procedure A6Hx2-3.11. For unit members employed on a 37.5 hour work week, the maximum accrual is five hundred (500) hours.

Section 6:

Full-time service at any other Florida Retirement System Employer (FRS) will be counted as service at Broward Community College for purposes of determining the rate of vacation leave accruals.

Article 19  
Layoff and Recall

Section 5

Laid off employees will be notified of bargaining unit vacancies for which they are qualified (which the College chooses to fill) by certified mail sent to the last address given to the College ~~Department~~ Division of Human Resources Management and Development Equity by each employee.

Article 20  
Seniority and Job Bidding Applications for Vacancies

Section 4:

- (a) A vacancy is deemed to exist when the College is seeking to fill a full-time budget Unit position.
- (b) Unit members covered by this agreement wishing to apply for the vacancy shall do so ~~in writing on "Internal Application" forms and file same with the Department of Human Resources Management and Development~~ on-line and attach the required documents.
- (c) Unit members will be notified ~~in writing of the results of their application by the Department of Human Resources Management and Development~~ of receipt of application. Additionally, unit members will be notified at the end of a search if they are selected or not.

Article 21  
Access to Premises, Solicitation and Distribution

Section 1:

The Federation of Public Employees, its officers and representatives, upon modification and approval of the Vice President for ~~Financial and Human Resources~~ and Equity or in his absence, the ~~Director~~ Associate Vice President of Employee Relations, shall have the right to visit College work locations at all reasonable hours for the purpose of investigating employee complaints or problems, and to collect initiation fees, provided this right shall not interfere with

or disrupt normal College operations. Such approval shall not be unreasonably withheld.

Section 2:

There will be a shop steward or stewards selected by the Union who will serve as their representatives in processing grievances with the College. It is understood and agreed that the handling of any grievance shall in no way conflict with the duties of the steward as the steward or as an employee. The name of the steward and/or stewards so selected shall be forwarded in writing to the College Department Division of Human Resources Management and Development Equity and the College will be advised in writing of any change thereafter, during the term of Agreement.

Article 25  
Negotiating Team

The Negotiating Team shall consist of no more than seven (7) bargaining unit employees that are Union stewards. These stewards shall be allowed to attend all negotiating sessions with pay, and one shall be given time off with pay to ratify the contract each year. This Chief Shop Steward if he/she is not one of the six Union Stewards and is not employed by Broward Community College shall not be represented by the college or given time off with pay to serve as Chief Shop Steward.

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ENCLOSURE